

REQUEST FOR PROPOSALS NO. J06153

TO PROVIDE NETWORK CONSULTATION, MAINTENANCE, AND INSTALLATION SERVICES TO THE JUDICIARY STATE OF HAWAII

NOTE: If this solicitation document was downloaded through the internet, each interested person must register through email, providing contact information to the listed contact person in the Judiciary Contracts & Purchasing Office. Registration is essential for you to receive any addendums or other information for this solicitation. The Judiciary shall not be responsible for any missing addenda, clarifications, attachments or other information regarding this solicitation if an offer is submitted from an incomplete solicitation document.

May 5, 2006

THE JUDICIARY, STATE OF HAWAII
HONOLULU, HAWAII

REQUEST FOR PROPOSALS NO. J06153

May 5, 2006

Competitive sealed proposals TO PROVIDE NETWORK CONSULTATION, MAINTENANCE, AND INSTALLATION SERVICES TO THE JUDICIARY, STATE OF HAWAII, will be received at:

The Judiciary, State of Hawaii
Financial Services Division
Kauikeaouli Hale
1111 Alakea Street, 6th Floor
Honolulu, Hawaii 96813-2807

up to and will be opened at **June 5, 2006, 2:00 P.M. HST**,

Offers received after the date and time specified above or at a location other than the location specified above will not be considered. All proposals must be made on forms obtainable at the aforesaid place or from our web site at <http://www2.hawaii.gov/jud> under "General Business with the Judiciary" and must be in accordance with the accompanying instructions.

The Judiciary will conduct a Vendors Meeting on May 10, 2006, 2:00 p.m. in the Information Technology and Communications Division, 1111 Alakea St., 9th Floor, Honolulu, HI.

Questions relating to the technical aspects of this Request for Proposal may be directed to Richard Murakami of the Judiciary Information Technology and Communications Division at (808) 538-5314, FAX (808) 538-5377, email richard.h.murakami@courts.state.hi.us; other questions may be directed to Naty Butay in the Contracts & Purchasing Office, at (808) 538-5805, FAX (808) 538-5802, email naty.b.butay@courts.state.hi.us.

Janell Kim
Financial Services Administrator

(Judiciary & SPO Websites: May 5, 2006)

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GENERAL CONDITIONS
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SECTION ONE - INTRODUCTION AND BACKGROUND

1.1 INTRODUCTION AND BACKGROUND

The Judiciary, State of Hawaii invites your company to submit a written proposal to provide Network Consultation, Maintenance, and Installation Services to the staff of its Information Technology & Communications Division (ITCD), Telecom/Network Branch.

ITCD is a central agency responsible for servicing the information technology needs of the Hawaii State Judiciary. The statewide court system includes the islands of Hawaii, Maui, Lanai, Molokai, Oahu, and Kauai with multiple sites on the majority of them. The supported applications range from basic office automation functions like word processing, e-mail, and electronic spreadsheets, to large, complex case management systems. The computer hardware required to run these applications also falls under the purview of ITCD and is equally diverse with hardware platforms running the gamut from mainframe to mini to microcomputer workstations and servers.

The division maintains a helpdesk to support end users and also has the responsibility for ensuring the on-going, day-to-day operations of the computer hardware required to run the various applications. This includes the underlying telecommunications network. The division also provides software modification and maintenance services for the larger, centralized applications systems.

The Telecom/Network Services Branch handles the telecommunications portion of the divisions' responsibilities. In addition to the consultation, installation, and maintenance services for the Wide and Local Area Networks, traditional data processing services, the branch provides similar services for the Judiciary's telephone systems. The telephone systems are in transition from a mixture comprised primarily of legacy PBX systems with a small number of key systems, or hybrid key/PBX systems to VoIP telephones. As of this writing, all sites on Maui, Kauai, Molokai, and the Lanai have been converted to the new VoIP telephone system.

The Judiciary is currently building a new court complex in Hilo and is in the process of designing the new Kapolei Court Complex.

1.2 SIGNIFICANT DATES

Advertisement	May 5, 2006
Vendors Meeting	2:00 p.m., HST, May 10, 2006 1111 Alakea Street 9 th Floor, ITCD Conference Room
Site Surveys	May 11, 2006 - May 17, 2006
Deadline for Questions	May 18, 2006
Response to Written Questions	May 24, 2006
PROPOSALS DUE	2:00 p.m. HST, June 5, 2006
Tentative Notice of Award	June 9, 2006
Tentative Notice to Proceed	June 16, 2006

SECTION TWO - SPECIFICATIONS

2.1 GENERAL INFORMATION

- 2.1.1 This Request for Proposal (RFP) solicits offers from vendors for providing consultation, maintenance, and installation services for Judiciary's data communications network and centralized VoIP call manager and Unity Voicemail as specified by the Information Technology and Communications Division (ITCD) of the Judiciary, State of Hawaii. In addition, a price list will be established for all Judiciary programs to utilize these services and a separate purchase order will be issued.
- 2.1.2 There are thirty-seven (37) locations which have a network connection, eighteen (18) on Oahu, three (3) on Maui, twelve (12) on the Big Island, one (1) on Kauai, two (2) on Molokai, and one (1) on Lanai. There are two future locations, one(1) in Hilo and one (1) in Oahu.

LOCATION	Network Components	Connection Type
1) Waianae District Court (Oahu) This site is scheduled to be consolidated in the new Kapolei complex end of year 2010.	Cisco router and floor switches	T1 frame relay
2) Kaneohe District Court (Oahu)	Cisco router and floor switches	T1 frame relay
3) Detention Home (Oahu). This site is scheduled to be consolidated in the new Kapolei complex end of year 2010.	Cisco router and floor switches	T1 frame relay
4) Ewa District Court (Oahu)	Cisco router and floor switches	T1 frame relay
5) Adult Drivers License Revocation Office (Oahu)	Cisco router and floor switches	T1 frame relay
6) Wahiawa District Court (Oahu)	Cisco router and floor switches	T1 frame relay
7) Circuit Court (Oahu)	Cisco router, core switch, and floor switches	Fiber optic cable (Civic Center)
8) Waterfront (Oahu)	Cisco router and floor switches	Point to Point T1
9) Office of the Public Guardian/Family Drug Court/Court Annexed Arbitration Program/Girl's Court (Oahu)	Cisco routers and floor switches. Girl's Court VoIP with ISDN PRI.	T1 frame relay
10) Juvenile Drug Court (Oahu)	Cisco router and floor switches. VoIP with ISDN PRI	T1 frame relay
11) Supreme Court (Oahu)	Cisco router, core switch, and floor switches.	Fiber optic cable. (Civic Center)
12) Drivers Education (Oahu)	Cisco router and floor switches.	T1 frame relay

13) District Court (Oahu)	Data Center: Cisco router, dual core switches, and floor switches. VoIP Centralized Call Manager and Unity Voicemail with ISDN PRI, JIMS, and IBM Main Frame.	DS3 for frame relay network. Fiber optic cables to Civic Center Bldgs. NGN to 3 locations. (Civic Center)
14) Records Management (Oahu)	Cisco router and floor switches	T1 frame relay
15) Drug Court/Special Services (Oahu)	Cisco router and floor switches. VoIP with ISDN PRI.	T1 frame relay.
16) Kapuaiwa (Oahu)	Cisco router and floor switches.	Fiber optic cable(Civic Center)
17) Children's Justice Center Pali (Oahu)	Cisco router and floor switch.	T1 frame relay
18) Juvenile Client Services (Oahu)	Cisco router and floor switch. VoIP with ISDN PRI.	T1 frame relay.
19) Maui Adult Client Services/Maui Driver Ed/Maui Drug (Maui)	Cisco routers and floor switches. VoIP with ISDN PRI.	T1 frame relay
20) Lahaina District Court (Maui)	Cisco router and floor switches. VoIP with ISDN PRI.	T1 frame relay.
21) Maui Main Court (Maui)	Cisco router and floor switches. VoIP with 2 ISDN PRIs.	NGN, T1 frame relay.
22) Molokai District Court (Molokai)	Cisco router and floor switches. VoIP with 4 analog trunks.	T1 frame relay.
23) Molokai Adult Client Services (Molokai)	Cisco router and floor switch.	T1 frame relay.
24) Lanai District Court (Lanai)	Cisco router and floor switch. VoIP with 1 analog trunk.	T1 frame relay.
25) Hilo Adult Client Services (Big Island). This site is scheduled to be consolidated into the new Hilo complex end of year 2007.	Cisco router and floor switches.	T1 frame relay.
26) Hilo Main Court (Big Island). This site is scheduled to be consolidated into the new Hilo complex end of year 2007.	Cisco routers and floor switches.	NGN, T1 frame relay.
27) Kona Main Court (Big Island)	Cisco router and floor switches. VoIP with ISDN PRI.	T1 frame relay.

28) Kona Family Court/ACS (Big Island)	Cisco router and floor switches. VoIP with ISDN PRI.	T1 frame relay.
29) Kona Drivers Education (Big Island)	Cisco router and floor switches. VoIP with ISDN PRI.	T1 frame relay.
30) Kona Drug Court (Big Island)	Cisco router and floor switches. VoIP with ISDN PRI.	T1 frame relay.
31) South Kohala District Court (Big Island)	Cisco router and floor switches. VoIP with ISDN PRI.	T1 frame relay.
32) Waimea FC/ACS (Big Island)	Cisco router and floor switches. VoIP with ISDN PRI.	T1 frame relay.
33) Hilo Family Court (Big Island). This site is scheduled to be consolidated into the new Hilo complex end of year 2007.	Cisco router and floor switches.	T1 frame relay.
34) Hilo Drug Court (Big Island). This site is scheduled to be consolidated into the new Hilo complex end of year 2007.	Cisco router and floor switch.	T1 frame relay.
35) Hilo Children's Justice Center (Big Island)	Cisco router and floor switch.	T1 frame relay.
36) Puna District Court (Big Island). This site is scheduled to be consolidated in the new Hilo complex end of year 2007.	Cisco router and floor switch.	T1 frame relay.
37) Kauai Main Court (Kauai)	Cisco router, core switch, and floor switches. VoIP with 2 ISDN PRIs.	NGN, T1 frame relay.
38) Future: New Hilo Complex (Hilo) End of year 2007	Cisco router, core switch, and floor switches. VoIP with 2 ISDN PRIs.	NGN, T1 frame relay.
39) Future: New Kapolei Complex (Oahu) End of year 2010	Hot standby site. Cisco router, core switches, and floor switches. VoIP with 3 ISDN PRIs.	NGN, T1 frame relay.

2.1.3 The Judiciary's normal business hours are from 7:45 am to 4:30 pm, Hawaii Standard Time, Monday thru Friday, except for State Holidays. The awarded vendor work hours shall follow the Judiciary's work hours. After hours work will have to be arranged with the officer-in-charge (OIC) or his designee.

2.1.4 Site inspections are welcomed. Please make arrangements with the officer-in-charge (OIC).

- 2.1.5 The Judiciary intends to purchase a network equipment maintenance services via an IBM Managed Maintenance Solutions for Cisco Products (MMS-CP) contract for any new and/or replacement hardware and software. It is the responsibility of the awarded vendor to maintain the voice/data communications network, VoIP call manager system and Unity voicemail systems, Cisco PIX firewalls, Raptor firewall, Cisco VPN concentrator, Cisco IDS server, CiscoWorks, Cisco CSA server, Linux DNS servers, DHCP servers, Net Scout server, and other network equipment.

The Judiciary's usage of the IBM MMS-CP contract shall be made available to the awarded vendor for providing technical advice related to network services, obtaining replacement hardware and software, and ensuring that the problem has been satisfactorily rectified.

- 2.1.6 It shall be the responsibility of the awarded vendor to report problems to the local telephone company, applicable long distance carrier, Information Computer Services Division (ICSD) of the Executive Branch, and/or Judiciary's cable contractor on behalf of the Judiciary.
- 2.1.7 The inside cable plant (horizontal and vertical cables) is the responsibility of the Judiciary. The awarded vendor shall cross connect copper patch cords or fiber patch cords to circumvent cable problems. The contractor shall call the OIC or designee to report the cable problem.
- 2.1.8 The Judiciary's long term goal is to replace all legacy telephone systems including PBX, key, and hybrid systems with VoIP telephone systems and Cisco Call Manager. As these legacy telephone systems are replaced with Cisco Call Manager, the awarded vendor shall assume the responsibility for the on-going maintenance of the newly installed replacement telephone system. Maintenance of these legacy telephone systems is not a part of this solicitation.
- 2.1.9 Since the awarded vendor will be relied upon in a consulting/advisory capacity, it is imperative that the awarded vendor be intimately familiar with the Judiciary's computing and networking environment. This includes an intimate working knowledge of the Judiciary's Network Plan, the Judiciary Information Management System (JIMS) project, as well as enterprise-wide applications including mainframe, minicomputer, RS-6000, AS400, WANG, and server-based applications.

Due to the close working relationship between the Judiciary and the Executive Branch, especially the Information and Communication Services Division (ICSD), the awarded vendor must also have an intimate understanding of the State's Next Generation Network (NGN) and Institutional NETwork (INETs), as well as State Procurement Office (SPO) processes and price lists like WSCA.

The Judiciary's reliance on Cisco networking products necessitates that the awarded vendor must possess an intimate knowledge of all Cisco Systems' products including Call Manager/Unity voicemail and must stay abreast of all future Cisco product offerings. The awarded vendor must also possess an intimate knowledge of network security risks and solutions to address these risks including intrusion detection and prevention products as well as anti-virus and anti-malware products.

A working knowledge of dealing with Hawaiian Telecom, Time Warner Telecommunications, Pacific LightNet, and Sprint will be extremely helpful since these are vendors that are relied on extensively by the Judiciary to provide telecommunications services. The awarded vendor shall also be well-versed in all aspects of UTP/fiber cabling, token ring topology, videoconferencing, and wireless networks. In addition, the awarded vendor must be capable of providing installation and maintenance services for any telecom/network products selected for use by the Judiciary.

2.2 GENERAL REQUIREMENTS

- 2.2.1 The awarded vendor must show all qualifications to provide consultation, maintenance, and installation services to the officer-in-charge (OIC).
- 2.2.2 The awarded vendor must have technical representation on the islands of Oahu, Maui, Big Island, and Kauai. The awarded vendor, if required, must fly to Molokai and Lanai. The technical representatives can be subcontractors. The list of subcontractors and their associated qualifications must be submitted to the OIC for approval. The awarded vendor is reminded that they are the prime contractor and responsible for this contract.
- 2.2.3 The awarded vendor shall provide the Judiciary with a single telephone number for obtaining Judiciary maintenance service and shall respond to service calls twenty-four (24) hours a day three hundred sixty-five days (365) days a year. Calls for service typically occur during normal business hours. After hours maintenance calls will usually be for emergency services.

2.2.4 Response times

For emergencies, the response time is one (1) hour during normal business hours, after hours, and State Holidays.

For non-emergencies, the response time is four (4) hours during normal business hours.

Response time means that the vendor has completed diagnosis of the problem (whether via remote or on site) and has defined and documented a plan of resolution that has been submitted to the OIC or his designee. The final course of action shall be determined through consultations between OIC or his designee, the vendor, and/or IBM MMS-CP services.

- 2.2.5 Emergency service is defined as a situation when the site cannot send/receive data on their LAN or via the WAN, and/or cannot place or receive internal or external telephone calls on the Judiciary's Centralized Call Manager System and Unity Voicemail. The OIC shall be the final authority in the determination whether or not a given situation constitutes an emergency service call.

2.3 VoIP Telephone System Moves, Adds, and Changes (MAC)

- 2.3.1 The vendor may be asked to provide a price quote for MAC work (parts and labor) from time to time. It shall be the prerogative of the Judiciary to purchase hardware and software from other vendors or from a State Procurement Office (SPO) Vendor List.

- 2.3.2. The vendor shall provide their hourly rate (for normal business hours and after hours work, if the rates are different) and parts price listing to comply with cost/pricing data reporting requirements.
- 2.3.3 The OIC or his designee will provide purchase orders for all work to be performed outside of normal business hours. Simple MAC work done during normal business will be completed at no charge to the Judiciary. Purchase orders will also be issued for the more complex/time consuming MAC work done during normal business hours. The OIC shall be the final authority in determining whether a given task is simple or complex to warrant or not to warrant a purchase order.

2.4 On- Site Consultant

- 2.4.1 The presence of an on -site consultant is required under the RFP for a minimum of 80% of the total work hours spent in support of this effort. The on-site consultant shall report to the OIC or his designee at 1111 Alakea Street, 9th Floor during Judiciary's normal business hours.
- 2.4.2 The priority of work under the RFP is as follows:
 - 1) Maintenance work requests
 - 2) MAC Work Requests

Within each of these types of work, the location priority is as follows:

- 1) Oahu
 - 2) Maui
 - 3) Big Island
 - 4) Kauai
 - 5) Molokai
 - 6) Lanai
- 2.4.3 The on-site consultant shall be responsible for responding to and resolving all Oahu maintenance calls. If she/he is unable respond and/or resolve, she/he will contact the vendor's service center for resolution at no additional cost to the Judiciary.

It will be the prerogative of the OIC to use Judiciary's staff to assist with maintenance and installation calls.
- 2.4.4 For maintenance work needed on the islands of Maui, Big Island, Kauai, Molokai, and Lanai, the on site consultant shall perform remote diagnostics and resolve remotely, if possible. If the on site consultant cannot resolve the issue, she/he will call the vendor's service center for resolution at no additional cost to the Judiciary.
- 2.4.5 For Oahu, Maui, Big Island, Kauai, Molokai, and Lanai simple MAC work during normal Judiciary business hours, there will be no additional cost to the Judiciary. After hours MAC work, the OIC or his designee will provide a purchase order for the on site's consultant or technical labor.

2.5 Network-related Work

The selected vendor shall assist the Judiciary with the planning, installation, and maintenance of its networking environment. This includes all Judiciary LAN's as well as the statewide WAN, including the VoIP telephone network and Internet connection . For the most part, this is constrained to network equipment like telecommunications circuits, modems, CSU/DSU's, switches, routers, hubs, firewalls, etc. and excludes most "servers" (e.g., file server, application server).

However, services under this RFP also include responsibility for the planning, installation and maintenance of other network infrastructure "server" components like:

- DNS Servers
- DHCP Servers
- Proxy Servers
- CiscoWorks Server(s)
- CSA Server(s)
- Firewalls
- Other

2.5.1 Local Area Networks (LAN)

The area of responsibility for the Judiciary Local Area Networks under this RFP is all network-related equipment and infrastructure including cabling, racks, IDF's and MDF's located in one physical location (or, building) from the point of demarcation up to, but not including, the actual end-user device that is connected to the LAN.

A LAN can be assumed to be contained within one physical facility with the exception of what we refer to as the "civic center". The civic center is comprised of the following buildings in the downtown Honolulu area:

- Aliiolani Hale
- Kaahumanu Hale
- Kauikeaouli Hale
- Kapuaiwa Building

These buldings are linked together via a private network of fiber optic cable running at gigabit speeds. Responsibility for this private network of fiber optic cable is a part of the scope of services of this RFP

2.5.2 WAN

The Judiciary WAN relies primarily on Frame Relay Services provided through Hawaiian Telecom. At a minimum, these are T-1 frame relay circuits. The frame relay circuits from the approximate 32 remote locations are "consolidated" in Kauikeaouli Hale via a DS-3 circuit.

The Judiciary also relies heavily on the state government network referred to as NGN (Next Generation Network) to provide connectivity to selected remote sites. Connecting to the Judiciary network via NGN, today, is feasible only at the one major court facility on each neighbor island. Today, court facilities utilizing NGN for connecting to the Judiciary WAN are:

- Hoapili Hale (Maui)
- Hilo Main Court Facility
- Kauai Judiciary Complex

The Judiciary's Internet access, like most other State agencies, is provided through the University of Hawaii via the NGN.

2.5.3 Network Security

Maintaining the security of the Judiciary network, data and computers is a critical business requirement. In addition to maintaining security measures against past threats, one of the most challenging issues is ensuring that the security measures being employed continue to evolve and be responsive to this continually evolving environment. The security threats seem to multiply and continually evolve—always seeking a weakness to exploit. There doesn't seem to be an end in sight for this trend and organizations will need to continually evolve their security schema to keep up with the rapidly evolving landscape.

ITCD is very interested in implementing network security products which will integrate with the existing network hardware and software while delivering the best performance and value in its class. The awarded contractor shall assist with the identification, evaluation, selection, procurement, installation/implementation and maintenance of such security products. Additionally, the awarded contractor shall identify and recommend to ITCD any policies and procedures related to the effective implementation of the given security solution. Of current interest are products in the areas of Network Intrusion Prevention and Detection, Web Filtering, Network Access and Control, Log Monitoring and Event Correlation, Host Intrusion Prevention Agents, and hardware virtualization with VMware. Potential contractors shall be capable of demonstrating their knowledge and experience in this area and provide a minimum of three (3) customer references upon request. Each of these customer references shall represent a local business where the potential contractor has implemented a network security solution and consist of no fewer than 50 employees. At least one of the three customer references shall represent a business with no fewer than 300 employees.

END OF SECTION

SECTION THREE - SPECIAL PROVISIONS

3.1 SCOPE

The contract for the Network Consultation, Installation, and Maintenance Services as specified herein shall be in accordance with these Special Provisions, Specifications, and the General Conditions.

3.2 OFFICER-IN-CHARGE

For the purposes of this Contract, Richard Murakami, telephone (808) 538-5314, is designated Officer-in-Charge (OIC).

3.3 TERM OF CONTRACT

The tentative term of the contract shall be for the period commencing on July 1, 2006 to June 30, 2007.

Unless terminated, and subject to the availability of funds, the contract may be extended by the Judiciary for four (4) additional twelve-month periods (from July 1, 2007 to June 30, 2008; from July 1, 2008 to June 30, 2009; from July 1, 2009 to June 30, 2010; and from July 1, 2010 to June 30, 2011), without rebidding, upon mutual agreement in writing at least sixty (60) days prior to expiration.

The Judiciary may terminate the contract at any time upon sixty (60) days prior written notice.

3.4 OFFER PREPARATION

All responses must be typewritten on the offer forms provided and on any additional sheets required to meet the detailed responses as stated in the Specifications and/or Special Provisions and must be in accordance with the terms and conditions stated herein. All costs associated with this offer preparation are the sole responsibility of the Offeror. Any offer stating terms and/or conditions contradictory to those included herein may be rejected without further consideration.

Offer Form, Page OF-1. Offeror is requested to submit its offer using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate spaces on OFFER FORM, page OF-1. Failure to do so may delay proper execution of the contract.

Quotation. Prices offered shall be based on delivery of products and services to Judiciary and shall include all applicable costs and taxes including the Hawaii General Excise Tax. If there is a discrepancy in the prices submitted, the unit price submitted will prevail. Further clarification as follows:

Evaluation Criteria:

Category I:	Technical Capabilities
Category II:	Added Value
Category III:	Management of Contract and Subcontractors

Category IV: Total Cost Based on Estimated Labor Hours and One-Day Travel Charge per Twelve (12) Month Period

Additional Information. Provide names and addresses of Joint Contractors/Subcontractors, of References, and of Local Representatives.

Proposal Guaranty. A Proposal Guaranty is NOT required for this Request for Proposal.

Tax Clearance. See General Conditions for instructions.

For sealed offer submittal purposes, your tax clearance must be valid on the solicitation's legal ad date or any date thereafter, up to the offer due date. A valid tax clearance certificate received with the offer will remain valid for the contract award.

Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, Hawaii Revised Statutes (HRS), and vendors are advised that they are liable for the Hawaii General Excise Tax (GET) at the current 4% rate. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

3.5 SUBMISSION OF OFFERS

Offerors shall submit three (3) copies (1 original, 2 copies) of their sealed Offer no later than the date and time indicated in Section 1.2, Significant Dates, to:

The Judiciary, State of Hawaii
Fiscal Support Services Office
1111 Alakea Street, 6th Floor
Honolulu, HI 96813 -2807
Attention: Naty Butay

PROPOSALS RECEIVED AFTER THE DATE AND TIME SPECIFIED SHALL NOT BE ACCEPTED AND SHALL BE RETURNED TO THE VENDOR UNOPENED.

3.6 OFFEROR QUALIFICATION

3.6.1 Experience: At the time of offer and throughout the maintenance period, offeror shall have an established place of business located in Hawaii and be fully qualified to service the installed Judiciary's network systems, shall have available trained technicians to install, customize, and maintain the Judiciary's network systems. Offeror and subcontractors shall have a minimum of two (2) years experience with installing, customizing, and maintaining the same type of systems described in this RFP.

3.6.2 References. Offeror shall indicate on the Offer Form pages the names, addresses, telephone numbers, and contact persons of two (2) companies, preferably within the state of Hawaii, for which the Offeror has provided maintenance of the network systems in this RFP. All references must have been serviced within the past three (3) years. The Judiciary reserves the right to contact any of the listed companies to inquire about the Offeror's performance. The Judiciary reserves the right to reject the offer submitted by any offeror who has not maintained and/or installed of the types of the network systems as specified in this RFP and performed services that is similar in nature to services required in this RFP or whose performance on

other jobs for this type of service has been proven unsatisfactory. (See References section in OFFER FORM for further details.)

- 3.6.3 Local Representative. Offeror shall have and identify a local representative (in Hawaii) in order to qualify for award. Local representative must have an office location in the state of Hawaii, from where he/she conducts his/her business during normal working hours and from where he/she will be accessible for requests or system problems. Local representative shall be able to meet with the Judiciary and be available, accountable, and be responsible for the maintenance of the network systems as specified in this RFP for the duration of the contract period. Failure on the part of the Offeror to meet this requirement shall result in rejection of proposal.
- 3.6.4 Certificate of Compliance. Pursuant to §103D-310(c), HRS, the successful OFFEROR shall be required to submit an approved certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the Judiciary.

The application for the certificate is the responsibility of the OFFEROR, and must be submitted directly to the DLIR and not the Judiciary.

- 3.6.5 Certificate in Good Standing. To be eligible for award, the OFFEROR must comply as follows:

Hawaii Business. A business entity referred to as a “Hawaii Business”, is registered and incorporated or organized under the laws of the State of Hawaii. As evidence of compliance, OFFEROR shall submit a *CERTIFICATE OF GOOD STANDING* issued by the Department of Commerce and Consumer Affairs, Business Registration Division (BREG). A Hawaii business that is a sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit a certificate. An OFFEROR’s status as sole proprietor or other business entity and its business street address indicated on the Offer Form (OF-1) will be used to confirm that the OFFEROR is a Hawaii business.

Compliant non-Hawaii business. A business entity referred to as a “compliant non Hawaii Business” is not incorporated or organized under the laws of the State of Hawaii but is registered to do business in the State. As evidence of compliance, OFFEROR shall submit a *CERTIFICATE OF GOOD STANDING*.

To obtain a *CERTIFICATE OF GOOD STANDING* go online to: www.BusinessRegistrations.com and follow the prompt instructions. To register or obtain a “*CERTIFICATE OF GOOD STANDING*” by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). The “*CERTIFICATE OF GOOD STANDING*” is valid for six months from date of issue and must be valid on the date it is received by the Judiciary. Offerors are advised that there are costs associated with registering (\$25.00 - \$100.00) and obtaining a “*CERTIFICATE OF GOOD STANDING*” (\$25.00) from the DCCA.

- 3.6.6 Timely Submission of all Certificates. The above certificates should be applied for and submitted to the Judiciary as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

3.6.7 Final Payment Requirements. In addition to a tax clearance certificate, an original “*CERTIFICATE OF GOOD STANDING for FINAL PAYMENT*” (SPO Form 22) will be required for final payment. A copy of the form is also available at: <http://www2.hawaii.gov/StateFormsFiles/Form22.pdf>

3.6.8 Joint Contractors. Offeror may subcontract portions of this project. Offeror shall be the Primary Contractor and be liable for all work performed under this project. All Subcontractors shall be listed on the offer form and any change in subcontractor requires the approval of the OIC.

3.7 METHOD OF AWARD

3.7.1 Award, if any, will be made to the offeror who accumulated the most total points from page OF-3:

- I. Technical Capabilities
- II. Added Value
- III. Management of Contract and Subcontractors
- IV. Total Cost Based on Estimated Labor Hours and One-Day Travel Charge per Twelve (12) Month Period

3.8 CONTRACT EXECUTION AND EXTENSION

3.8.1 Execution: The successful Offeror receiving the award shall be required to enter into a formal written contract with the Judiciary. The following documents are required for award of a contract: An original or certified copy of a tax clearance issued by the Hawaii State Department of Taxation and Internal Revenue Service, Certificate of Compliance issued by the Department of Labor, and Certificate in Good Standing issued by the Department of Commerce and Consumer Affairs. Upon execution of the contract, the Judiciary shall issue a Notice to Proceed, specifying the contract commencement date.

No work shall be undertaken by the Contractor prior to the commencement date specified on the Notice to Proceed. The Judiciary is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor arising prior to the official starting date.

3.8.2 Extension: If option to extend for an additional period is mutually agreed upon, the Contractor shall be required to execute a supplement to the contract. Any contract extension must be executed by the Contractor no less than thirty (30) days prior to the scheduled date of termination, otherwise the requirement must be rebid. All contract extensions are subject to the availability of funds.

3.9 CONTRACT BOND

Contract Bond is NOT required for this contract.

3.10 PRICING INFORMATION AND ADJUSTMENTS

3.10.1 No price increase will be allowed during the initial one (1) year period of the contract. However, in the event of a general price decline, the Judiciary will be entitled to reductions given to similar customers.

3.10.2 Price escalation, if any, during the extended period shall not be more than five (5) percent for each of the previous years' contract price or is negotiated as set forth in the following provision:

- A. Rate increases that are approved for the same services provided to other government agencies may be negotiated with the Judiciary for consideration.

3.11 WRITTEN INQUIRIES

Inquiries or questions concerning discrepancies, omissions, non-compliance with any requirement of this RFP, or doubts as to the meaning of specifications, special provisions, general conditions, or evaluation and selection must be communicated in writing by the date indicated in the Significant Dates Section 1.2, to the following address:

The Judiciary, State of Hawaii
Financial Services Division
Attn: Naty Butay
1111 Alakea Street, 6th floor
Honolulu, HI 96813

Fax: (808) 538-5802, or email: naty.b.butay@courts.state.hi.us

Offeror may provide its express mail service account number or FAX number so that responses may be sent to Offeror with minimum delay. Every effort will be made to ensure that responses are available on a timely basis, however, the Judiciary is not responsible for Offeror's late receipt of responses to written questions due to carrier delays.

3.12 INVOICING

Contractor shall submit on a monthly basis, the original and three copies of the invoice to the Fiscal office at the address listed below:

The Judiciary, State of Hawaii
Office of the Administrative Director
Administration Fiscal Office
1111 Alakea Street 6th Floor
Honolulu, Hawaii 96813

3.13 PAYMENT

Section 103-10, HRS, provides that the Judiciary shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods & services to make payment. For this reason, the Judiciary will reject any offer submitted with a condition requiring payment within a shorter period. Further, the Judiciary will reject any offer submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

The Judiciary will not recognize any requirement established by the Offeror and communicated to the Judiciary after award of the contract which requires payment within a shorter period or interest payment not in conformance with statute.

3.14 Contract Staffing Requirements

Personnel whose names and resumes are submitted in the offer shall not be removed from this project without prior approval of the Judiciary. Substitute or additional personnel shall not be used for this project until a resume is received and approved by the Judiciary.

Personnel changes that are not approved by the Judiciary may be grounds for contract termination.

The Judiciary shall have the right, and the Consultant will comply with, any request to remove personnel from all work on this project effective immediately upon notification by the Judiciary.

3.15 TERMINATION FOR CAUSE

If the Contractor:

1. Fails to begin the work or services under the contract within or by the time specified.
2. Fails to perform the work with sufficient workmen, equipment, or materials to insure prompt completion of the work.
3. Performs the work or services negligently, or neglects or refuses to remove materials or to perform anew, such work or services that may be rejected as unacceptable.
4. Discontinues the prosecution of the work or services.
5. Otherwise breaches any term of the contract.
6. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency.
7. Allows any final judgement to stand against him unsatisfied for a period of ten (10) days.
8. Makes an assignment for the benefit of creditors.
9. For any other cause whatsoever, fails to carry out the work or services in an acceptable manner, the Judiciary will give notice to the Contractor of such delay, neglect, or default. If the Contractor within a period of ten (10) days after the date of such notice, shall not proceed in accordance therewith, then the Judiciary will have full power and authorize, without violating the contract, to take the prosecution of the work or services out of the hands of the Contractor, and to use such methods as are deemed necessary to complete the contract in an acceptable manner.

All costs and charges incurred by the Judiciary, together with the cost of completing the work or services under the contract, will be off set from any monies due or which would or might have become due to the Contractor had the Contractor completed the work under the contract. If such expense exceeds the sum which would have been payable under the contract, the Contractor shall be liable and shall pay to the Judiciary the amount of such excess within ten (10) days after demand therefore.

3.16 LIQUIDATED DAMAGES

Failure to complete delivery of any item in the contract within the time proposed will cause damage to the Judiciary. The amounts of said damages being difficult, if not impossible to ascertain, shall be estimated, agreed upon and fixed at the sum of ONE HUNDRED DOLLARS (\$100.00) for each and every calendar day the vendor delays in completing any item of the contract after the required date of said completion. The total sum due for such delay, shall be deducted from any payments due or to become due to the vendor.

3.17 CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

Contractors are hereby notified of the applicability of Section 11-205.5, HRS, which states that campaign contributions are prohibited from specified State or County government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body.

3.18 INTERPRETATION OF PROVISIONS

Notwithstanding any other provisions, if there is any doubt as to the interpretation of any of the provisions of this agreement, the interpretation given and made by the Officer-in-Charge with the approval of the Financial Services Administrator, or the interpretation made by the Financial Services Administrator, shall govern and control. In addition, the parties hereto agree that said Financial Services Administrator, shall have the sole power to decide and resolve matters which may come up in the future and which are not covered by this agreement.

3.19 CONFLICTS AND VARIATIONS

In the event of any conflict or variation between the provisions of this document entitled Special Provisions and the General Conditions, the provisions of the document entitled Special Provisions shall control.

END OF SECTION

SECTION FOUR EVALUATION CRITERIA AND CONTRACTOR SELECTION

4.0 EVALUATION CRITERIA

Evaluation criteria and the associated points are listed below. Award(s), if any, will be made to the responsive, responsible Offerors whose proposals are determined to be the most advantageous to the Judiciary based on the evaluation criteria in this section.

Each category will be assigned 100 points. Total number of points used to score this proposal: 400 points. The four categories are:

- I. Technical Capabilities
- II. Added Value
- III. Management of Contract and Subcontractors
- IV. Total Cost Based on Estimated Labor Hours and One-Day Travel Charge per Twelve (12) Month Period

4.1 TECHNICAL CAPABILITIES - 100 POINTS

- A. Describe in detail your knowledge and experience of the Judiciary's Network Plan or equivalent network plan you have worked on.
- B. Describe in detail your knowledge of the Judiciary Information Management System (JIMS) or equivalent case management system.
- C. Describe in detail your knowledge and experience of the Judiciary's data network or equivalent network you have worked on.
- D. Describe in detail your knowledge and experience of the Judiciary's Consolidated Voice over Internet Protocol (VoIP) Call Manager and Unity Voicemail System or equivalent consolidated VoIP and voicemail system you have worked on.
- E. Describe in detail your knowledge and experience of Cisco's PIX Firewall or equivalent firewall you have worked on.
- F. Describe in detail your knowledge and experience of Internet Security Systems's (ISS) G-400-CU or equivalent network security product you have worked on.
- G. Describe in detail your knowledge and experience of Websense Corporate Edition or equivalent network security product you have worked on.
- H. Describe in detail your knowledge of the Judiciary's IBM mainframe or equivalent mainframe system you have knowledge of.
- I. Describe in detail your knowledge and experience with Cisco's Security Agent (CSA) or equivalent anti-behavior software.
- J. Describe in detail your knowledge and experience with Cisco's CiscoWorks or equivalent network management system.
- K. Describe your knowledge and experience with Cisco's Virtual Private Network (VPN) Concentrator or equivalent VPN concentrator.
- L. Describe in detail your knowledge and experience domain name system (DNS) and dynamic host configuration protocol (DHCP) servers.

M. Describe in detail your knowledge and experience with Proxy Servers.

4.2 ADDED VALUE - 100 POINTS

- A. Describe in detail your knowledge of an IBM Managed Maintenance Solutions for Cisco Products services.
- B. Describe in detail your knowledge of the State of Hawaii's Next Generation Network (NGN).
- C. Describe in detail your knowledge with State of Hawaii procurement, accounting, and payment procedures.
- D. Describe in detail your knowledge of the State's Institutional Network (INETS).
- E. Describe in detail your knowledge of Hawaiian Telcom trouble reporting procedure.
- F. Describe in detail your knowledge of Time Warner Telecom trouble reporting procedure.
- G. Describe in detail your knowledge of Sprint Hawaii trouble reporting procedure.
- H. Describe in detail your knowledge of Pacific Lightnet trouble reporting procedure.

4.3 MANAGEMENT OF CONTRACT AND SUBCONTRACTORS - 100 POINTS

- A. How will emergency after hours service calls be handled?
- B. How will you ensure that neighbor island offices are afforded the same level of service as Oahu offices?
- C. If subcontractor(s) are to be used, how will they be utilized to service all of Judiciary's offices throughout the state of Hawaii?
- D. How will you adequately meet the response time requirements?
- E. How will the offerors staff be utilized in this contract?

4.4 PROPOSED PRICING - 100 POINTS

Total cost based on estimated labor hours per a twelve (12) month period shall be stated in SECTION FIVE - OFFER FORM of this RFP.

Lowest grand total will be awarded 100 points. All other cost proposals will be awarded points as follows:

Points allocated to higher -priced proposals must be equal to the lowest proposal price multiplied by the maximum points available for price, divided by the higher proposal price.

SECTION FIVE- OFFER FORM

**NETWORK CONSULTATION, MAINTENANCE, AND INSTALLATION SERVICES
FOR THE JUDICIARY, STATE OF HAWAII**

Offeror: _____

Honolulu, Hawaii

_____, 20____

Financial Services Administrator
The Judiciary, State of Hawaii
Kauikeaouli Hale
1111 Alakea Street, 6th Floor
Honolulu, Hawaii 96813

Dear Financial Services Administrator:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Conditions dated February 2001 by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

The undersigned hereby proposes to PROVIDE NETWORK CONSULTATION, MAINTENANCE AND INSTALLATION SERVICES TO THE JUDICIARY, STATE OF HAWAII, for the Total Price of:

_____ Dollars (\$_____).

The undersigned represents: (**Check ✓ one only**)

☐ A **Hawaii Business** incorporated or organized under the State of Hawaii; **OR**

☐ A **Compliant Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii, but registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawaii and has a separate branch or division in the State that is capable of fully performing under the contract.

State of incorporation _____

Offeror is:

☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Joint Venture

☐ Other _____

Federal I.D. No. _____

Hawaii General Excise Tax License I.D. No. _____

Payment address (other than street address below): _____

City, State, Zip Code _____

Business address: _____

City, State, Zip Code _____

Date: _____

Respectfully submitted,

Phone No.: _____

(x) _____

Authorized (Original) Signature

Fax No.: _____

Email Address: _____

Name and Title (Please Type or Print)

*

Exact Legal Name of Company (Offeror)

* If Offeror is a "dba" or a "division" of a corporation, please furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

- I. Written Proposal:** In a separate attachment to this Offer Form and following the format and categories of SECTION FOUR - EVALUATION CRITERIA, please provide the requested information and written proposal as to how you will meet the requirements and the Specifications of the contract for Network Consultation, Maintenance, and Installation.

- A. Section 4.1 Technical Capabilities (100 Points)
- B. Section 4.2 Added Value (100 Points)
- C. Section 4.3 Management of Contract (100 Points)

(Note: Please refer to Section 3.4.1 of the Procedural Requirements attachment regarding designated confidential data.)

- II. Price Quote:** The following offer is hereby submitted for Network Consultation, Maintenance, and Installation. Prices shall include all applicable costs and taxes including the Hawaii General Excise Tax.

- A. Section 4.4 Total Cost (100 Points)

Cost of Judiciary's Estimate of Labor Hours Per Twelve (12) Month Period. Pricing shall include applicable taxes in your Unit Cost and Total Cost.

<u>Description</u>	<u>(A) Quantity</u>	<u>(B) Unit Cost</u>	<u>(C) Total Cost (A x B)</u>
Network Consultant Hourly Rate	1500 hours	\$ _____	\$ _____
Technical Representative Hourly Rate	1040 hours	\$ _____	\$ _____
One Day Trip Charge to Molokai or Lanai.	12 trips	\$ _____	\$ _____
Grand Total **	XXXXXXXX	XXXXXXXX\	\$ _____

** Grand Total should agree with the Total Price specified on page OF-1 and shall include all applicable taxes.

SECTION III. Additional Information

A. Joint Contractors/ Subcontractors

The Offeror certifies that the following is a complete list of all contractors and subcontractors who will be engaged by the Offeror on the project to perform the nature and scope of work indicated. The Offeror further understands that only those joint contractors and subcontractors listed shall be allowed to perform work on this project and that all other work necessary shall be performed by the Offeror with his own employees. If no joint contractor or subcontractor is listed, it shall be construed that all of the work shall be performed by the Offeror with his own employees.

Provide the complete firm name, address and phone number of the joint or subcontractor. Any modification to this list, subsequent to the award of this contract must be approved by the OIC.

Subcontractor Name	Address	Phone/Fax/Email

B. References

FAILURE TO COMPLETE ANY OF THE FOLLOWING ITEMS MAY RESULT IN THE DISQUALIFICATION OF THE SUBMITTED OFFER.

Names and addresses of companies, other than the Judiciary, for which the undersigned has furnished Network Consultation, Installation, and Maintenance services that is similar in nature and/or volume to services specified in the attached specifications. Refer to References section of the enclosed offer.

Company/Agency Name & Contact	Address	Phone/Fax/email

C. Name and Address of Local Representative

Company Name & Contact	Address	Phone/fax/email

D. Network Consultant and Technical Representative Qualification/Security Form

Each bidder and his personnel and subcontractors shall meet the experience qualifications as indicated in the Special Provisions of this bid. Please have each network consultant and technical representative who will be working on any Judiciary site complete this form. Please explain fully and explicitly as possible to facilitate our evaluation of all individuals who will be working on this contract.

Every Judiciary site is secured by the Sheriff's (Department of Public Safety) and/or by a guard service. Therefore, this form will also serve as a security form. All individuals who will working on- site through this contract will have a security and background check done by the Judiciary.

Please indicate with a check mark your role in this contract:

☐ Network Consultant

☐ Technical Representative

Your Full Name _____

Social Security Number - *TO BE PROVIDED IF AWARDED THE CONTRACT.*

Employer _____

Employer Business Address _____

Business Telephone Number _____

Business Fax Number _____

Residential Address - *TO BE PROVIDED IF AWARDED THE CONTRACT.*

Residential Telephone Number - *TO BE PROVIDED IF AWARDED THE CONTRACT.*

Date of Birth - *TO BE PROVIDED IF AWARDED THE CONTRACT.*

Number of years experience in the network field as described in this RFP: _____

Names and Dates of previous employers for the last 5 years:

Dates _____ Employer _____

Dates _____ Employer _____

Dates _____ Employer _____

Describe in detail all network related experiences and certifications as described in this RFP:

ATTACHMENTS:

GENERAL CONDITIONS

PROCEDURAL REQUIREMENTS

PUBLICATION 1, INFORMATION ON TAXES

TAX CLEARANCE APPLICATION

CERTIFICATE OF COMPLIANCE